

EXHIBIT A

DAVID R. KITTAY, ESQ., CHAPTER 11 TRUSTEE
FOR THE ESTATE OF EAST 44TH REALTY, LLC
c/o Kittay & Gershfeld, P.C.
100 White Plains Road
Tarrytown, New York 10591

October 11, 2007

230 East 44th Street Associates, LLC
302 Fifth Avenue, 8th Floor
New York, NY 10001

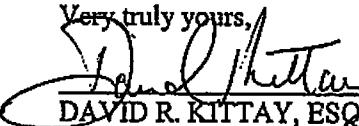
228-238 East 44th Street, New York, New York

Ladies and Gentlemen:

Reference is made to the Sale-Purchase Agreement (the “Original Agreement”), dated as of June 4, 2007, between Global Capital Holding LLC (“Global”), as purchaser, and us, as seller, as amended by a letter agreement (the “Amendment”), dated August 17, 2007, between you and us (the Original Agreement as modified by the Amendment is hereinafter referred to as the “Agreement” as such Agreement was assigned by Global to, and assumed by 230 East 44th Street Associates, LLC), relating to the referenced property. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Pursuant to Section 2 of the Agreement, Seller hereby advises Purchaser to pay the Purchase Price in accordance with the settlement statement attached hereto as Exhibit A.

Very truly yours,


DAVID R. KITTAY, ESQ., CHAPTER 11
TRUSTEE FOR THE ESTATE OF EAST
44TH REALTY, LLC

cc: Cole, Schotz, Meisel, Forman & Leonard, P.A.
Court Plaza North
25 Main Street, P. O. Box 800
Hackensack, NJ 07602-0800
Attn: John C. Stewart, Esq.

EXHIBIT A

Settlement Statement

see attached

Settlement Statement 228-238 East 44th Street, New York, New York			
SELLER: BUYER: CLOSING DATE:	David R. Kitay, Esq., Chapter 11 Trustee for the Estate of East 44th Realty, LLC 230 East 44th Street Associates, LLC Thursday, October 11, 2007		
	<u>Credit to Seller</u>	<u>Credit to Buyer</u>	
PURCHASE PRICE	\$ 16,200,000.00		
DEPOSIT (held by Debtor)			
Interest	\$ 1,700,000.00		
	\$ 10,000.00		
PORATIONS			
Space Rent	\$ 40,645.08	\$ 95,457.81	
Ground Rent	\$	8,469.85	
Water/Sewer	\$		
Real Estate Taxes	\$ 410,234.13		
BID Taxes	\$ 11,080.11		
Security Deposits			
Payroll (paid to date of closing)	\$0.00	\$ 313,569.31	
Union Payments	\$	1,998.70	
Total	\$ 16,661,959.32	\$ 2,129,493.17	
AMOUNT DUE TO SELLER	<u>\$ 14,832,466.15</u>		

Disbursement Sheet

228-238 East 44th Street, New York, New York

SELLER: David R. Kittay, Esq., Chapter 11 Trustee for the Estate of East 44th Realty, LLC
BUYER: 230 East 44th Street Associates, LLC
CLOSING DATE: Thursday, October 11, 2007

AMOUNT DUE TO SELLER	\$ 14,532,466.15
TOTAL DISBURSEMENTS BY INTRACOSTAL TITLE COMPANY	\$ 14,532,466.15
Mortgage Payoff (includes legal)	New York Community Bank \$ 12,675,517.90 (less new money) ABA# 226071004 Borrower's Account #: _____ Borrower Name: 44th Realty, LLC Reference: Loan Administration Department
Landlord	Signature Bank \$ 1,700,000.00 300 Park Avenue New York, NY 10022 Account # 026013576 for further credit to East Forty-Fourth Street LLC Attorney Trust Account Account # 1500 223452
Elevator (to title company)	North Fork \$ 132.00 121 Middle Neck Road Great Neck, NY 11021 ABA # 021407912 Intracoastal Abstract Co., Inc. Clearing Account A/C # 2844 04137 2
Closing Balance to Trustee	Chase Manhattan Bank \$ 156,816.25 450 West 33rd St., 8th floor, New York, NY 10001 Routing Number: 021000021 Account Number: 312-1050984-69
Total Disbursements	\$ 14,532,466.15

- wire transfer
rec'd
10/12/07

Paid By Kittay & Gershfeld:

Marcus & Millichap	Comerica Bank-California \$ 324,000.00 1299 Oakmead Pkwy. Sunnyvale, CA 94086 ABA Routing Number: 121137522 For Credit to: Marcus & Millichap Real Estate Investment Brokerage Company Account Number: 1890-673203 Reference: Escrow number Please call (650) 842-2233 upon receipt
Repair Escrow	Chase Manhattan Bank \$ 200,000.00 450 West 33rd St., 8th floor, New York, NY 10001 Routing Number: 021000021 Account Number: 312-1050984-68

Settlement Statement <i>228-238 East 44th Street, New York, New York</i>			
SELLER:	David R. Kittay, Esq., Chapter 11 Trustee for the Estate of East 44th Realty, LLC		
BUYER:	230 East 44th Street Associates, LLC		
CLOSING DATE:	Thursday, October 11, 2007		
	<u>Credits to Seller</u>	<u>Credits to Buyer</u>	
PURCHASE PRICE	\$ 16,200,000.00		
DEPOSIT (held by Kittay & Gershfeld, P.C.)		\$ 1,700,000.00	
Interest		\$ 10,000.00	
PRORATIONS			
Space Rent		\$ 95,457.81	
Ground Rent	\$ 40,645.08		
Water/Sewer		\$ 8,469.35	
Real Estate Taxes	\$ 410,234.13		
BID Taxes	\$ 11,080.11		
Security Deposits		\$ 313,569.31	
Payroll (paid to date of closing)	\$ 0.00		
Union Payments		\$ 1,996.70	
Total	\$ 16,661,959.32		\$ 2,129,493.17
AMOUNT DUE TO SELLER		<u>\$ 14,532,466.15</u>	

EXHIBIT B

10-11-2007 11:38am From-

T-117 P.032/002 F-080



Queens County Savings Bank • CYS Bank • Richmond County Savings Bank • Brooklyn Bank
Rothman Savings Bank • Roosevelt Savings Bank • First Savings Bank of New Jersey
One Jericho Plaza • Jericho NY 11753 • (516) 942-6039 Fax: (516) 942-6835
www.myNYCB.com

October 11, 2007

Letter 44 Mortgagel DUE TO TUESDAY

East 44 Realty LLC
C/O Norwax Associates, Inc.
1046 McLean Avenue
Yonkers, NY 10704
Attention: John Feljoo

2nd UPDATED LETTER

RE: Mige. #11-057195-0
Borrower: East 44 Realty LLC
Property: 228-38 East 44th Street, New York, NY 10017

Dear Mortgagor:

The following statement is the amount due on the above loan that will be satisfied on or about October 11, 2007.

Principal Balance	\$12,112,563.80
Less Escrow Balance - non escrow	(\$0.00)
Interest 10/01/07 through 10/11/07	\$20355.84
NSF Fees	\$30.00
Advances of Legal Fees 5/31/05~7/31/07	\$506,939.31
Legal Fees 8/01/07~8/31/07 billed not yet paid	\$18,489.00
Legal Fees 9/01/07~9/30/07 due not yet billed	\$11,689.95
Legal Fees 10/01/07~10/10/07 due not yet billed	\$5,000.00
Prepayment Premium N/A	\$0.00
Satisfaction Fee (FRK)	\$325.00
Recording Fee (FRK)	\$75.00
Updated Letter(s) @ \$50.00 Each	\$50.00
Total Due	<u>\$12,675,517.90</u>

(Total Legal Fees due \$542,118.26)

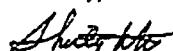
NON-ESCROW ACCOUNT
Per Diem: \$1,850.5306

On the day of the closing, please call Customer Service at (516) 942-6039 to verify all of the above.

ALL funds must be wired to New York Community Bank via ABA # 226071004. The wire must indicate the borrowers account number/name and be referenced to the Loan Administration Department. In the event the wired funds are not received by 2:00 pm on the day of closing, additional per diem must be charged until the next business day.

This letter is for information only, and is not to be construed as a warranty or representation by the bank with respect to any matter therein stated, nor shall it be construed to estop the bank with respect to any matter herein contained.

Sincerely,


Shirley L. White
Second Vice President

SLW:cj

EXHIBIT C

LOAN SETTLEMENT STATEMENT
NEW YORK COMMUNITY BANK

Mortgage Number: 11-059518-1

Date: October 11, 2007

To: 230 East 44th Street Associates, LLC

Premises: 230 East 44th Street
New York, New York 10017

Mailing Address: 302 Fifth Avenue, 8th Floor, New York, New York 10001

Tax Identification: SECTION 4 : BLOCK 1317 : LOT 30 : COUNTY New York

The expenses and disbursements on this loan, closed today, which were charged to you by the Bank or its counsel or paid for you by the Bank, at your direction are set forth below. Monthly payments on the loan are due on the first day of December and on the first day of every month thereafter. Avoid the occurrence of late penalties by prompt payment when due.

LOAN AMOUNT	RATE OF INTEREST	TERMS
\$ 11,000,000.00	5.50%	1 Year Maturity 30 Year Amort
PRINCIPAL & INTEREST	ESCROW	MONTHLY PAYMENTS
\$ 62,456.79	\$0.00	\$62,456.79

EXPENSE APPORTIONMENTS AND DISBURSEMENTS FOR YOUR ACCOUNT	
Interest from 10/11/07 to 10/31/07	\$35,291.67
Aggregate Escrow	0.00
Appraisal Fee	0.00
Environmental Phase I Report Fee	0.00
Tax Service Fee	1,993.00
Credit Report Fee	300.00
TOTAL FEES RECEIVED PRIOR TO CLOSING	-(1,000.00)
TOTAL ESCROW & FEES DUE TO NEW YORK COMMUNITY BANK	36,584.67
ATTORNEY FEE TO FARBER ROSEN & KAUFMAN, P.C.	\$ 15,000.00

WE ACKNOWLEDGE RECEIPT OF PROCEEDS OF SAID LOAN AND DIRECT THAT THEY BE DISBURSED AS FOLLOWS:

NEW YORK COMMUNITY BANK	CHECK NO.	AMOUNT
NEW YORK COMMUNITY BANK	DEBIT	\$
TOTAL		\$ 11,000,000.00

Dated October 11, 2007

By: Farber Rosen & Kaufman, P.C.

The undersigned hereby acknowledges receipt of a copy of this loan settlement statement, and agrees to the correctness thereof, and authorizes and ratifies the disbursement of the funds and herein stated.

Bank's share of Mortgage Tax: \$0.00

INTERCOASTAL ABSTRACT

Title Company

230 EAST 44TH STREET ASSOCIATES, LLC

By: _____
Uri Mermelstein, Managing Member

Closing Attorney

Funds Disbursed on October 11, 2007

EXHIBIT D

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Proskauer Rose LLP
1585 Broadway
New York, New York 10036

Att: Ronald D. Sernau, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2003000324889 Filed: 09/03/03

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (or record) (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is confirmed for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions
in regards to changing the name/address of a party.

DELETE name: Give record name
to be deleted in Item 6a or 6b.

ADD name: Complete Item 7a or 7b, and also Item 7c;
also complete Items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
EAST 44 REALTY, LLC

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

228-238 East 44th Street
New York, New York

Section: 5 Block: 1317 Lot: 30 County: New York

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
THE ROSLYN SAVINGS BANK

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

[REDACTED]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Proskauer Rose LLP
1585 Broadway
New York, New York 10036

Att: Ronald D. Sernau, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #:

02PN34347 Filed: 12/23/02

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (or record) (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor OR Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address. Please refer to the detailed instructions
in regards to changing the name/address of a party. DELETE name: Give record name
to be deleted in Item 8a or 8b. ADD name: Complete Item 7a or 7b, and also Item 7c;
also complete Items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR **EAST 44 REALTY, LLC**
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire related collateral description, or describe collateral assigned.

228-238 East 44th Street
New York, New York

Section: 5 Block: 1317 Lot: 30 County: New York

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR **THE ROSLYN SAVINGS BANK**
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT E

TERMINATION OF COLLATERAL ASSIGNMENT OF RENTS AND LEASES

The undersigned, New York Community Bank, having an office at One Jericho Plaza, Jericho, New York, is the holder of the following Collateral Assignment of Rents and Leases affecting premises 230 East 44th Street, New York, New York. This Collateral Assignment of Rents and Leases was from East 44 Realty LLC to The Roslyn Savings Bank dated December 4, 2002 and recorded February 7, 2003 in CRFN 2003000014200, in the Office of the County Clerk of New York County.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned hereby releases and terminates its right, title and interest as assignee of the foregoing Assignment of Rents and Leases and consents that this instrument be recorded in the Office of the County Clerk of New York County to acknowledge of record the termination of such right, title and interest.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 11th day of October, 2007.

New York Community Successor to
The Roslyn Savings Bank

By: Angela R. Neumann
ANGELA R. NEUMANN,
Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

On the 11th day of October, in the year 2007, before me the undersigned, a Notary Public in and for said state, personally appeared ANGELA R. NEUMANN personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Ala L Kef

Notary Public

ALAN L KAUFMAN
NOTARY PUBLIC, STATE OF NEW YORK
REG. NO. A1-843820
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES NOVEMBER 7, 2010

EXHIBIT F

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

that NEW YORK COMMUNITY BANK SUCCESSOR TO THE ROSLYN SAVINGS BANK,
located at One Jericho Plaza, Jericho, New York 11753.

DO HEREBY CERTIFY that a certain indenture of Mortgage IS PAID,
and do hereby consent that the same be discharged of record.

(a) Mortgage dated the 30th day of April 1997, made by CS EAST
44TH STREET L.P. to HELLER FINANCIAL INC. in the principal sum of
\$6,600,000.00 and recorded in the Office of the County Clerk of New
York County, State of New York on June 30, 1997 in Reel 2470 Page
1795.

This mortgage was assigned by an Assignment of Mortgage
dated the 19th day of September 1998, made by HELLER FINANCIAL INC.
to HELLER CAPITAL MANAGEMENT INC. and recorded in the Office of the
County Clerk of New York County, State of New York on January 7,
1999 in Reel 2793 Page 1737.

This mortgage was further assigned by an Assignment of
Mortgage dated the 10th day of November 1998, HELLER CAPITAL
MANAGEMENT INC. to LASALLE NATIONAL BANK and recorded in the Office
of the County Clerk of New York County, State of New York on March
13, 2000 in Reel 3064 Page 2273.

This mortgage was further assigned by an Assignment of
Mortgage dated the 4th day of December 2002, made by LASALLE BANK
NA F/K/A LASALLA NATIONAL BANK to THE ROSLYN SAVINGS BANK and
recorded in the Office of the County Clerk of New York County,
State of New York on February 7, 2003 in CRFN 2003000014197.

(b) Mortgage dated the 4th day of December 2002, made by EAST
44 REALTY LLC to THE ROSLYN SAVINGS BANK in the principal sum of
\$6,402,511.04 and recorded in the Office of the County Clerk of New
York County, State of New York on February 7, 2003 in CRFN
2003000014198.

Mortgages (a) and (b) were consolidated, extended and modified by a Consolidation, Extension and Modification Agreement dated the 4th day of December 2002, made between EAST 44 REALTY LLC and THE ROSLYN SAVINGS BANK and recorded in the Office of the County Clerk of New York County, State of New York on February 7, 2003 in CRFN 2003000614199 to form a single lien in the principal amount of TWELVE MILLION SIX HUNDRED THOUSAND AND 00/100 (\$12,600,000.00) DOLLARS.

This mortgage has not been further assigned of record.

Dated the 11th day of October, 2007

IN PRESENCE OF:

NEW YORK COMMUNITY BANK
SUCCESSOR TO THE ROSLYN SAVINGS
BANK

By: Angela R. Neumann
ANGELA R. NEUMANN,
VICE PRESIDENT

LEASEHOLD ESTATE:

POLICY INSURES THAT THE LEASE DATED 2/1/61, AS EVIDENCED BY INSTRUMENT RECORDED ON 7/28/61 IN LIBER 5157 CP 462 AND SUBSEQUENTLY MODIFIED BY MODIFICATION RECORDED ON 5/17/62 IN LIBER 5186 CP 266 AND FURTHER MODIFIED BY MODIFICATION RECORDED ON 7/22/93 IN REEL 1991 CP 793, AND FURTHER MODIFIED BY MODIFICATION AGREEMENT RECORDED ON 2/23/01 IN REEL 3243 CP 1142, MADE BY LIMON SUPPLY AND BUILDING CORPORATION AS ASSIEND (LANDLORDS INTEREST) TO ROBERT H. EDER AS TO 25% INTEREST, JOAN H. WATERMAN AS TO 5% INTEREST, ANNA H. EDER AS TO 25% INTEREST AND ANNA H. EDER AND JOAN H. WATERMAN AS TRUSTEES OF THE JOHN EDER TRUST OF 2/28/63 AS TO 20% INTEREST BY ASSIGNED RECORDED IN LIBER 5268 CP 363 ON 2/27/64 AND FURTHER ASSIGNED (LANDLORD INTEREST) TO ROBERT H. EDER AS TRUSTEE UNDER AGREEMENT DATED 10/27/65 RECORDED IN LIBER 5349 CP 70 ON 11/3/65 MADE TO FORTY-FOURTH LEASING CORP. (TENANT) AS ASSIGNED TO GRANT CENTRAL TOWERS ASSOCIATES DATED 5/31/63 RECORDED 6/7/63 IN LIBER 5234 PAGE 476, FURTHER ASSIGNED BY GRAND CENTRAL TOWERS ASSOCIATES TO GRAND CENTRAL TOWERS, INC. BY AGREEMENT DATED 5/1/68 RECORDED 5/7/68 IN RECORD LIBER 302 PAGE 322, FURTHER ASSIGNED BY GRANT CENTRAL TOWERS, INC. TO GRAND CENTRAL TOWERS ASSOCIATES, AN UNDIVIDED 1/2 INTEREST AND ANNA GLICK AND STANLEY BROXMEYER AND UNDIVIDED 1/2 INTERST AS TENANTS IN COMMON BY ASSIGNMENT DATED 5/1/68 RECORDED 5/10/68 IN RECORD LIBER 304 CP 114, AS FURTHER ASSIGNED BY GRANT CENTRAL TOWERS ASSOCIATES, ANNA GLICK AND STANLEY BROXMEYER, AS TENANTS IN COMMON TO GRAND CENTRAL TOWERS INC. BY ASSIGNMENT DATED 5/1/68 RECORDED 6/21/68 IN RECORD LIBER 319 PAGE 1 AND FURTHER ASSIGNED BY GRAND CENTRAL TOWERS INC. TO GRAND

CENTRAL TOWERS ASSOCIATES, AN UNDIVIDED 1/2 INTERST ANNA GLICK AND STANLEY BROXMEYER, AN UNDIVIDED 1/2 INTEREST AS TENANTS IN COMMON BY ASSIGNMENT DATED 6/25/68 RECORDED 4/23/69 IN REEL 137 PAGE 766 AND FUTHER ASSIGNED BY ANNA GLICK TO JOSEPH GLICK BY ASSIGNMENT DATED 4/30/70 RECORDED 5/4/70 IN REEL 172 PAGE 1042 AND FURTHER ASSIGNED BY

SALVATORE L. ODDO, PUBLIC ADMINISTRATOR OF NASSAU COUNTY AS ADMINISTRATOR OF SAMUEL GLICK, ALSO KNOW AS SAMUEL BROXMEYER, DO BONIS NON AND JOSEPH GLICK TO JOSEPH GLASSMAN BY ASSIGNMENT DATED AS OF 9/29/76 RECORDED 10/8/76 IN REEL 381 PAGE 240 AND FURTHER

ASSIGNED BY STANLEY C. BRONXMEYER, AS UNDIVIDED 1/4 INTEREST TO ANITA GLASSMAN, INDIVIDUALLY AND AS ADMINISTRATOR OF THE ESTATE OF JOSEPH GLASSMAN, DECEASED BY ASSIGNMENT DATED 4/17/80 RECORDED 4/28/80 IN REEL 521 PAGE 1736 AND FURTHER ASSIGNED BY GRAND CENTRAL

TOWERS ASSOCIATES AS TO AN UNDIVIDED 1/2 INTEREST AND ANITA GLASSMAN, INDIVIDUALLY AS TO AN UNDIVIDED 1/8 INTEREST AND ANITA GLASSMAN, AS ADMINISTRATRIX OF THE ESTATE OF JOSEPH GLASSMAN, DECEASED AS TO AN UNDIVIDED 3/8 INTERST AS DEBTORS-IN-POSSESSION PURSUANT TO AN ORDER AUTHORIZING ASSIGNMENT AND ASSUMPTION OF LEASE DATED 5/14/93, UNDER CASE NO. 92-47177 TO VENTURE FUND 44, BY ASSIGNMENT DATED 7/13/93 RECORDED 7/22/93 IN REEL 1991 PAGE 768 AND

THEREAFTER ASSIGNED TO C.S. EAST 44TH STREET, L.P. BY ASSIGNMENT DATED 2/10/96 RECORDED 2/23/96 IN REEL 2295 PAGE 919 AND FURTHER

ASSIGNED BY C.S. EAST 44TH STREET L.P. TO EAST 44 REALTY LLC BY ASSIGNMENT AND ASSUMPTION OF LEASE DATED 12/4/02 AND RECORDED 1/2/03 IN REEL 3705 CP 230 IS A VALID AND SUBSISTING LEASE UPON THE PREMISES THEREIN DESCRIBED BY THE UNEXPIRED TERM THEREOF AND CAN

BE ASSIGNED BY EAST 44 REALTY LLC BY DAVID R. KITTAY CHAPTER II TRUSTEE PURSUANT TO COURT ORDER ENTERED 08-09-07. THE OWNER AND HOLDER OF RECORD.

ALL THAT CERTAIN PLOT,PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF EAST 44TH STREET, DISTANT 125 FEET WESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF EAST 44TH STREET AND THE WESTERLY SIDE OF SECOND AVENUE;

RUNNING THENCE SOUTHERLY PARALLEL WITH SECOND AVENUE, 100 FEET 5 INCHES TO THE CENTER LINE OF THE BLOCK;

THENCE WESTERLY ALONG THE CENTER LINE OF THE BLOCK 130 FEET;

THENCE NORtherly PARALLEL WITH SECOND AVENUE 100 FEET 5 INCHES TO THE SOUTHERLY SIDE OF 44TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF 44TH STREET, 130 FEET TO THE POINT OR PLACE OF BEGINNING.

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

On the 11th day of October in the year 2007, before me the undersigned, a Notary Public in and for said state, personally appeared ANGELA R. NEUMANN personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacities, and that by her signature on the instrument, the individual, or the person upon behalf of which the person acted, executed the instrument.


Notary Public

ALAN L. KAUFMAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 41-4943920
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES NOVEMBER 7, 2010

